

JUDGE KEENAN

2-180195
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CMA-CGM (AMERICA), INC.,

Plaintiff,

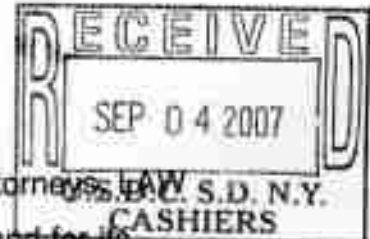
- against -

BOR TONG INTERNATIONAL
DEVELOPMENT, INC.,

Defendant.
-----X

07 CIV 7806

CIVIL COMPLAINT
IN ADMIRALTY



Plaintiff CMA-CGM (AMERICA), INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its

Complaint against defendant BOR TONG INTERNATIONAL DEVELOPMENT, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and the Service Contract Terms.
2. At all times hereinafter mentioned, plaintiff CMA-CGM (AMERICA), INC. was and still is a corporation organized and existing under the laws of the State of New Jersey with offices and a place of business at 5701 Lake Wright Drive, Norfolk, VA 23502.
3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
4. On or about the dates and at the ports of shipment stated in Schedule A, certain good were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.
5. Thereafter, the goods were carried to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to

remit payment of \$5,828.78, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the

amount of \$5,828.78 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$5,828.78, together with interest

thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this

Court in cases of admiralty and maritime jurisdiction may issue against the defendant

citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in

law and justice it may be entitled to receive.

Dated: New York, New York

September 4, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
CMA-CGM (AMERICA), INC.
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant BOR TONG INTERNATIONAL DEVELOPMENT, INC. was and still is a corporation organized and existing under the laws of the State of California, with offices and a place of business at 650 W. Duarte Road, Suite 407, Arcadia, CA 91007.

II. Particulars:

1. Bill of Lading No. NA1007742, Invoice No. 008637, dated February 27, 2004, from Kansas City to Sanshui via Los Angeles on the Vessel ANL PACIFIC, two (2) twenty-foot containers SAID TO CONTAIN: METAL SCRAP, at the applicable tariff and/or Service Contract rate of \$1,857.00 (Exhibit A).

Amount Paid: \$1,757.00

Amount Due: \$100.00

2. Bill of Lading No. NA1002762, Invoice No. NAEX0009336, dated January 12, 2004, from Cleveland to Xingang via Long Beach on the Vessel CMA CGM EMERALD, two (2) forty-foot Hi-Cubes SAID TO CONTAIN: METAL SCRAP, at the applicable tariff and/or Service Contract rate of \$2,189.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$2,189.00

3. Bill of Lading No. NA1007556, Invoice No. NAEX0012802, dated February 29, 2004, from Houston to Xingang on the Vessel CMA CGM ALBATROSS, one (1) twenty-foot container SAID TO CONTAIN: METAL SCRAP, at the applicable tariff and/or Service Contract rate of \$770.00 (Exhibit C).

Amount Paid: \$670.00

Amount Due: \$100.00

4. Bill of Lading No. NA1024323, Invoice No. NAEX0029971, dated July 10, 2004, from Houston to Xingang on the Vessel P&O NEDLLOYD ALGOA, one (1) twenty-foot container SAID TO CONTAIN: METAL SCRAP, at the applicable tariff and/or Service Contract rate of \$815.00 (Exhibit D).

Amount Paid: \$715.50

Amount Due: \$100.00

5. Bill of Lading No. NA1020552, Invoice No. NAEX0039227, dated July 11, 2004, from Chicago to Hong Kong via Long Beach on the Vessel ANL PACIFIC, six (6) twenty-foot containers SAID TO CONTAIN: METAL SCRAP, at the applicable tariff and/or Service Contract rate of \$5,610.00 (Exhibit E).

Amount Paid: \$3,021.22

Amount Due: \$1,589.00

6. Bill of Lading No. NA1009767, Invoice No. NAEX0051817, dated March 14, 2004, from New Orleans to Xingang via Houston on the Vessel CMA CGM FALCON, one (1) twenty-foot container SAID TO CONTAIN: METAL SCRAP, at the applicable tariff and/or Service Contract rate of \$1,020.00 (Exhibit F).

Amount Paid: \$970.00

Amount Due: \$50.00

7. Bill of Lading No. NA1042611, Invoice No. NAEX0073515, dated November 27, 2004, from Chicago to Sansui via Long Beach on the Vessel PACIFIC LINK, two (2) twenty-foot containers SAID TO CONTAIN: METAL SCRAP, at the applicable tariff and/or Service Contract rate of \$2,069.00 (Exhibit G).

Amount Paid: \$1,369.00

Amount Due: \$700.00

8. Invoice No. 2124, dated April 2, 2004, late SED filing fine totalling \$210.00 (Exhibit H).

Amount Paid: \$0

Amount Due: \$210.00

(Exhibit I).

Amount Paid: \$0

Amount Due: \$88.00

10. Invoice No. 8329, dated May 27, 2004, demurrage totalling \$176.00

(Exhibit J).

Amount Paid: \$0

Amount Due: \$176.00

11. Invoice No. 6353, dated May 27, 2004, demurrage totalling \$88.00

(Exhibit K).

Amount Paid: \$0

Amount Due: \$88.00

12. Invoice No. 15751, dated April 26, 2005, customs fine totalling \$55.56

(Exhibit L).

Amount Paid: \$0

Amount Due: \$55.56

13. Invoice No. 15846, dated April 29, 2005, customs fine totalling \$75.00

(Exhibit M).

Amount Paid: \$0

Amount Due: \$75.00

14. Invoice No. NADD008875, dated July 26, 2004, export deumurrage totalling \$264.00 (Exhibit N).

Amount Paid: \$0

Amount Due: \$264.00

15. Invoice No. NADD009826, dated July 30, 2004, export demurrage totalling \$44.00 (Exhibit O).

Amount Paid: \$0

Amount Due: \$44.00

II. Total Amount Due: \$5,828.78